Red Cactus – Internet Business

Standard Service Level Agreement

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1. Overview

This document serves to describe the standard Red Cactus service level agreement. The agreement pertains to web hosting, development and graphic design.

2. General Company and contact detail

Red Cactus Software
CC 2000/056709/23
VAT 4040199129
Tel: 0861 CACTUS (222 887) or 012 329 3171

Support Tel: +27 (861) CACTUS (222 887)
Website: http://www.redcactus.co.za
Support/Helpdesk email address: support@redcactus.co.za
BEE status:

For references visit http://www.redcactus.co.za
For additional supporting documentation please let us know!

In short our service offering comprises:

- Web Development
- Hosting / Cloud services
- Database Hosting (SQL 2012/MySQL5.5)
- Mail
- Graphic Design
- Custom Development and Mobile App development
3. Definitions

The following definitions apply when referring to:

**Application** means the source code and computer programs used by Red Cactus to develop and maintain the solution.

**ASP** means Microsoft® Active Server Pages. (ASP) is a server-side scripting environment that you can use to create and run dynamic, interactive Web server applications.

**ASP.NET** means the upgraded version of ASP running on one of the Microsoft.Net Frameworks. We currently support all version up to 4.5.

**Changes** means the work done by Red Cactus as requested and signed off by the client in the requirements and specifications documentation.

**Commencement date** means the date that was specified in the project plan as the start of the project.

**Development** means the process of creating a new application or solution.

**Documentation** means the printed or electronic materials used by the client to assist him/her in using the system. It also includes the specification documentation.

**HTML** (Hyper Text Mark-up Language) means the language used by browsers to render the content of web pages to users over the Internet or an intranet.

**Internet** means the worldwide connection of computer networks.

**Link** means the connection between one website and another.

**Maintenance** means all services relevant to the following but not excluding exceptions:

- Updating the application or solution as per the requirements.
- Performing impact analysis and updating related links.
- Updating the relevant documentation including specifications and help documentation.
- Ensuring user acceptance testing gets performed and signed.
- Supporting implementation processes.

**Project plan** means the documentation that will contain the deliverables and dates associated with the application or solution.

**Red Cactus** means Red Cactus Software CC, its directors and employees.

**Requirement** means the documented material that describes what the client wants the application or system to do.

**Specification** means the documentation that contains all the functional, technical and
business rules that the client wants the application or system to perform. This is the main documentation to be used when developing and maintaining the system.

**SQL** means Structured Query Language and refers to the Microsoft SQL database or other Relational databases like Oracle, MySQL and MSSQL.

**UAT** (User Acceptance Testing) means to demonstrate to the client that the application or system solution performs and complies with the client specifications.

**URL** means Uniform Resource Locater and is the address of the website.

**User** means the person that will use the application or solution.

**Web Browser** means the software available to browse the content of a web page.

Examples include Microsoft Internet Explorer, Chrome, Firefox.

**Web Page** means the contents of a web browser window.

**Web Site** means the collection of web pages that constitute an application or solution

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### 4. Project management

Red cactus will use a standard project management approach with regards to the assessment, analysis, design, development, implementation and support of the application / solution. All maintenance solutions will be outlined as a project within Microsoft Project. The industry standard PMBOK will be applied.

As a standard all requested changes or new development should be documented in a specifications document and a project plan set-up for approval by the client.

The project plan’s main items will follow the classic solutions development methodology. The project plan will also contain the costing for the project, providing the client with this detail will avoid costing issues and implementation expectation problems.

For more on the costing see “Costing Structure”
5. Support and on-site availability

Red cactus will provide optional on-site support for installation of application or solutions. The on-site support will be available to the client at a prearranged and approved time. The support is additional to the provided installation documentation that will be provided.

An account manager will be available to the client during normal working hours.

Red Cactus will respond to requests based on the severity of the request.

The following categories of severity will be adhered too.

<table>
<thead>
<tr>
<th>Type of Request</th>
<th>Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency</td>
<td>6 hours or less</td>
</tr>
<tr>
<td>High priority</td>
<td>12 hours or less</td>
</tr>
<tr>
<td>Normal priority</td>
<td>24 hours or less</td>
</tr>
<tr>
<td>Low priority</td>
<td>48 hours plus</td>
</tr>
</tbody>
</table>

Red Cactus undertakes to attend to the request within the timeframes provided. A request needs to be logged with the helpdesk at which point the response will begin.

Where Red Cactus will not be able to support the above response times because of clients that is geographically difficult to support, or where we are experiencing a shortage of staff because of annual leave or other factors, we will make alternate arrangements with the client in order to provide sufficient support.

6. Client's obligations

The client will provide the following during the development of the application or solution.

- The corporate identity of the client, these include but are not limited to logos, designs and related graphic materials.
• Copy or content that will be required for the development of the application or solution. These might include programs and soft copy text. It does not include code, programs, imaging and related material that Red Cactus will develop.

• Provide Red Cactus with sufficient and reasonable testing data, information, personnel, facilities, and designated equipment to enable Red Cactus to deliver the application or solution.

The client will have the responsibility to sign-off the specifications and confirm that the specifications meet their requirements.

7. Warranties

• Red Cactus warrants that the application or solution provided will meet the specifications signed off by the user.

  • This also applies to additional written accepted and signed-off changes to the original specification. Red Cactus undertakes to provide the application or solution without errors or bugs. Bugs and errors of 3rd party plugins, modules or code is not the responsibility of Red Cactus, we will however do our best to find a solution or workaround of the bug or error.

  • Where these errors do occur within the first 60 days following UAT sign-off, Red Cactus will correct these errors free of charge.

  • The following conditions apply to the warranty.

    • The client must notify Red Cactus of these errors in writing within 60 days following UAT sign-off.
    • The client did not cause the error.
    • The error was due to faulty workmanship by Red Cactus.

• Red Cactus warrants that it has the appropriate skills, expertise and resources to provide the application or solution that the client requires.

• Red Cactus warrants that in providing services to the client it will not
unreasonably interfere with the clients business.

8. Liability and indemnity

Except where this document expressly states the contrary, Red Cactus will not be under any liability to the client in respect of any indirect loss or damage.

9. Confidentiality

Both parties will keep confidential and secret all information of the other party and will not use such information except for the sole purpose for which it was disclosed. All information will be regarded as secret.

All information will be returned once the project or contract expires, should the client require this.

Confidentiality will survive the termination of the contract.

10. Termination

Any party may terminate this contract with a 30 day written notice. All outstanding costs are to be finalized within a full calendar month from termination date.

11. Contract period

The contract period for each proposal will be expressly stated in the proposal or contract.

12. Publicity

Red Cactus will not, without written consent (which shall not be unreasonably withheld) disclose that it is dealing or has had dealings with the Client.
13. Hosting on Red Cactus – Internet Business Web server / Data server or mail servers

Red Cactus agrees to provide the following services:

- Redundancy layer
  - The client will be provided with an on-site backup copy of the database and the web application to facilitate a standby server layer option. The Support Manager will activate this copy of the application as the production site when a call is logged and the technicians are unable to resolve the call in the allocated time.
  - This application software will be identical to the production environment. The database will be the last verified backup.
  - The primary and secondary DNS servers will be updated with the standby server IP address to ensure a smooth transition.

- Support
  - Support is provided via telephone and e-mail. The support helpdesk will be available during office hours and will attempt to provide a resolution within 24 hours. Support related to the services in this proposal will be free of charge; any additional support will be for the client's account.
  - An operator contact number will be provided for after hours support on an emergency basis only.
  - Office hours are from 9:00 am to 16:30 pm.
  - The support phone line is 0861 CACTUS (222 887) / 012 329 3171 / 012 329 0434
  - The support e-mail address is support@redcactus.co.za

- Disaster Recovery
  - In the unlikely event of a COMPLETE disaster at the primary premises in Randview, Johannesburg, a secondary site in Brynston, JHB is available for disaster recovery.
The secondary site is more than 20 km from the primary site, providing adequate redundancy.

To recover from a total application loss all DNS registrations will have to be re-executed. Due to the global propagation nature of this process recovery could be delayed by up to 48 hours.

Escalation process

- When a call is logged with the helpdesk or the standby operator, the technician(s) will be notified to resolve the issue.
- The technicians have a 4-hour window in which to correct the problem and close the call. On closure the client will be notified by the helpdesk.
- If the technicians are unable to resolve the issue in time the call will be escalated to the support manager. The support manager will, after evaluating the severity of the incident, determine whether to continue resolving the issue or to start with the disaster recovery procedure, whichever will result in faster uptime.
- A report will be provided to the client, providing adequate information regarding the detail and resolution of the incident.

Services

- The following are some standard services we will be providing on our Windows servers.
  - Web Services
  - SMTP/POP/IMAP/MAPI email services
  - FTP Service
  - SQL 2012 Server
  - MySQL 5.5 Server
  - More online at http://www.redcactus.co.za

No guarantees are provided with regards to bandwidth. We are part of a larger infrastructure that varies in activity. We are, however, confident that we meet and exceed industry standards.
- All information is treated as secret. This includes the files, client details, data and other information. No information is shared, sold, or exposed by Red Cactus in any way unless requested by the client in writing.

- Where possible all software security patches get applied and procedures are followed to ensure the highest level of security and uptime can be guaranteed.

- Due to the nature of the Internet and the Windows / Linux platform, Red Cactus is not responsible for any breaches in security of those systems. We will however respond diligently to any possible threat.

- Where not otherwise specified, either party requires a 30-calendar day cancellation notice.
14. Costing structure

Red Cactus will bill all the staff (regardless of skill) out, to the client at the same low rate, insuring that the project costing remains transparent. All costs and project plans will be provided to the client for sign-off prior to the commencement of the project.

A standard hourly rate will be applicable for all work done by Red Cactus; this rate is for both maintenance and new development.

The hourly rate will be charged at time plus a half on after hour project requirements.

Standard costing will include the following line items.

- **Admin fee (This includes SDM and documentation updates)**
  - Project Manager: R375.00
  - Business Analyst: R375.00

- **Impact analysis fee**
  - Systems Analyst: R375.00

- **Development fee**
  - Analyst programmer: R375.00

- **Primary user acceptance testing fee**
  - Testing personnel: R375.00

- **Integration fee (includes distribution packages and material)**
  - Server support and installation: R375.00

- **Support and maintenance fee**
  - Helpdesk and support personnel: R375.00

A quotation process of requested application or solutions would always be followed for approval.

**Hourly rate during normal business hours:** R375.00
inclusive VAT.

Hourly rate during afterhours: R562.50 inclusive VAT.

15. Version History

<table>
<thead>
<tr>
<th>No.</th>
<th>Detail</th>
<th>Date</th>
<th>Rev. by</th>
<th>Version</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Initial version</td>
<td>2007-08-30</td>
<td>Mvn</td>
<td>1.0</td>
</tr>
<tr>
<td>2</td>
<td>Update fee structure</td>
<td>2008-02-01</td>
<td>Mvn</td>
<td>2.0</td>
</tr>
<tr>
<td>3</td>
<td>Update datacentre SLA and Costing</td>
<td>2009-03-02</td>
<td>Mvn</td>
<td>2.1</td>
</tr>
<tr>
<td>4</td>
<td>Update Costing, Contact details and Hosting</td>
<td>2010-06-22</td>
<td>Mvn</td>
<td>3.0</td>
</tr>
<tr>
<td>5</td>
<td>Update support detail, logo and fees</td>
<td>2013-08-08</td>
<td>Mvn</td>
<td>3.1</td>
</tr>
<tr>
<td>6</td>
<td>Update wording and layout</td>
<td>2013-11-08</td>
<td>Mvn</td>
<td>3.2</td>
</tr>
<tr>
<td>7</td>
<td>Update rates, format and logo</td>
<td>2015-10-13</td>
<td>Mvn</td>
<td>4.1</td>
</tr>
<tr>
<td>8</td>
<td>Updated dates and terms</td>
<td>2015-12-17</td>
<td>Mvn</td>
<td>4.2</td>
</tr>
<tr>
<td>9</td>
<td>Updated term and conditions</td>
<td>2016-01-06</td>
<td>Mvn</td>
<td>4.3</td>
</tr>
<tr>
<td>10</td>
<td>Update after-hours rate</td>
<td>2016/01-22</td>
<td>Mvn</td>
<td>4.4</td>
</tr>
</tbody>
</table>
16. Acceptance of agreement

Please sign and fax back to us at (086) 515-7856 or scan and email to support@redcactus.co.za to indicate that you have read and understand this service level agreement. Each page should be initialled and this last page signed in full.

I hereby undertake that I am authorised to represent ______________________________(Company)

and acknowledges that this document has been read and that the contents is understood.

Authorised person: ________________________________________________
Title: ___________________________________________________________
Date: __________________________________________________________________

Signature: __________________________________________________________________